

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW HAMPSHIRE

FILED 2025 NOV 26 AM9:10
Clerk of the US Bankruptcy Court NH

In re:

BRIAN J. GOODMAN, SR.,

Debtor.

Case No. 25-10233-KB

Chapter 13

BRIAN J. GOODMAN, SR.,

Debtor / Movant,

v.

WILMINGTON SAVINGS FUND SOCIETY, FSB,

not in its individual capacity but solely as Owner Trustee of

CIM TRUST 2025-NR1,

and its alleged servicer

FAY SERVICING, LLC,

and its alleged agent

MCCALLA RAYMER LEIBERT PIERCE, LLP,

Claimant / Respondents.

DEBTOR'S STAND-ALONE ACCOUNTING OBJECTION TO PROOF OF CLAIM NO. 11

(11 U.S.C. § 502(b)(1); FRBP 3001(c)(2); RESPA; § 506(b))

NOW COMES the Debtor, **Brian J. Goodman, Sr.** ("Debtor"), pro se, and respectfully objects to the **escrow, arrearage, fee, and accounting components** of **Proof of Claim No. 11** filed by Wilmington Savings Fund Society, FSB, as Owner Trustee for CIM Trust 2025-NR1 ("Claimant"), pursuant to:

- **11 U.S.C. § 502(b)(1)**
- **FRBP 3001(c)(2)(A)–(D)**
- **FRBP 3001(f)**

- **Relevant RESPA provisions (12 C.F.R. § 1024.17)**
- **11 U.S.C. § 506(b)**

For the reasons set forth below, the accounting in Claim No. 11 is **materially inaccurate, internally inconsistent, unsupported by documentation, and legally defective**. Accordingly, the accounting components must be **stricken or disallowed**.

I. SUMMARY OF ACCOUNTING DEFECTS IN CLAIM 11

Proof of Claim No. 11 asserts the following arrearage components:

- **Total arrearage:** \$337,530.85
- **Escrow deficiency:** \$95,209.73
- **Prepetition fees:** \$34,115.90
- **Interest arrears:** \$131,039.94
- **Principal arrears:** \$75,085.35

These amounts are the result of **15 years of compounding charges, unsupported corporate advances, duplicative entries, unexplained fee assessments, and contradictory payment data**.

None of these charges are properly itemized under **FRBP 3001(c)(2)**, and they are not supported by contemporaneous business records.

II. ESCROW DEFICIENCY OF \$95,209.73 IS UNSUPPORTED AND IS NOT ALLOWABLE

(FRBP 3001(c)(2)(A); 12 C.F.R. § 1024.17)

A. Escrow started with a massive negative balance

The loan history begins with an initial escrow balance of:

- **-\$13,553.73** (June 1, 2009)

It then becomes increasingly negative for 15 years solely through servicer-created corporate advances, without any offsetting documentation.

B. No escrow analyses were provided

Under RESPA, 12 C.F.R. § 1024.17, servicers must provide:

- **Annual escrow account statements,**
- **Advance disclosures,**
- **Running-item analyses,**
- **Justification of force-placed insurance,** if any.

Claimant provided **none** of these.

C. No tax bills, insurance bills, or refunds are attached

Under Rule 3001(c)(2)(A), the creditor must itemize:

- every escrow advance,
- with supporting evidence,
- showing necessity and reasonableness.

No such evidence is provided.

D. Escrow advances appear duplicative and/or inflated

The ledger shows repeated charges on the same dates:

- tax disbursements,
- insurance disbursements,
- forced-place premiums,
- late charges added to escrow.

Nothing explains why these charges occurred.

E. Escrow deficiency is NOT automatically owed under § 1322(b)(5)

A debtor is only required to cure:

- **legitimate,**
- **contract-authorized,**
- **accurately calculated** escrow shortages.

Because Claimant's escrow records are unsupported and unreliable, the Court must disallow or strike the \$95,209.73 claimed deficiency.

III. PREPETITION FEES OF \$34,115.90 ARE NOT ITEMIZED AND MUST BE DISALLOWED

(FRBP 3001(c)(2)(A); § 506(b))

Proof of Claim No. 11 asserts **\$34,115.90** in prepetition fees. These include:

- late charges,
- property inspection fees,
- foreclosure-related fees,
- miscellaneous “corporate advances,”
- vague “other fees,”
- with **no contract authority cited**,
- and **no itemization** of amounts.

Under **Rule 3001(c)(2)(A)**:

The creditor must itemize all fees, expenses, and charges.

Under **Rule 3001(c)(2)(D)**:

If itemization is incorrect or missing, the Court may strike the fees entirely.

Under **§ 506(b)**:

Only reasonable, contract-authorized fees may be included.

Claimant has provided no evidence of reasonableness or authorization.

Thus, these fees must be disallowed.

IV. MASSIVE FEE REVERSALS PROVE RECORDS ARE UNRELIABLE

On **October 4, 2013**, Claimant reversed:

- **-\$8,186.03** in “fee adjustments”
- **-\$3,291.56** in “late charge adjustments”

This \$11,477.59 reversal is a direct admission that:

- earlier fees were erroneously added,
- ledger accuracy is questionable,
- all remaining fee components must be viewed with suspicion.

If \$11,477.59 in prior charges were wrong, the remaining \$22,638.31 in unadjusted fees cannot be presumed reliable.

V. PAYMENT HISTORY IS INCONSISTENT AND INVALIDATES ARREARS

(FRBP 3001(c)(2)(A))

A. Form 410A contradicts the ledger

Form 410A claims:

- **Monthly P&I: \$1,079.19**
- **Monthly Escrow: \$579.81**
- **Total Monthly Payment: \$1,659.00**

But the ledger shows:

- **\$1,396.60** as the contractual monthly installment for years.

These two figures cannot both be correct.

Since the arrearage is calculated from the monthly payment amount, this inconsistency fatally undermines the claimed arrears.

B. Contractual due date never advances

Every month from 2009–2025 shows:

“Payment Due 06/01/09”

This means:

- the servicer ignored contractual advancement rules,
- applied late charges and interest improperly,
- inflated arrears artificially.

This violates **Rule 3001(c)(2)** and standard industry practice.

VI. CLAIMANT FAILED TO PROVIDE A FULL LOAN HISTORY

(FRBP 3001(c)(2)(A))

Claimant provided history only from **June 2009 forward** (default date).

Rule 3001(c)(2)(A) requires:

A statement of the amount necessary to cure the default, **with an itemization of charges from the beginning of the loan.**

Without pre-2009 history, the figures cannot be validated.

VII. UNDER § 502(b)(1), UNENFORCEABLE CHARGES MUST BE DISALLOWED

If a component of the claim is:

- unsupported,
- inaccurate,
- time-barred,
- contractually unauthorized, or
- contrary to state law,

it must be disallowed under **§ 502(b)(1)**.

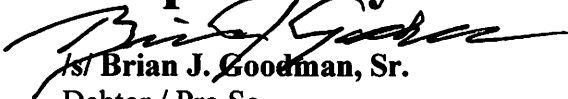
Each disputed charge here meets that standard.

VIII. REQUEST FOR RELIEF

WHEREFORE, Debtor respectfully requests:

- A. **Striking** or **disallowing** the \$95,209.73 escrow deficiency;
 - B. **Disallowing** the \$34,115.90 in prepetition fees and expenses;
 - C. **Correcting or striking** the asserted interest and principal arrear;
 - D. **Excluding** all defective evidence under Rule 3001(c)(2)(D);
 - E. **Requiring** Claimant to produce a full loan history from origination;
 - F. Granting such other relief as this Court deems just and proper.
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Respectfully submitted,



/s/ Brian J. Goodman, Sr.

Debtor / Pro Se

40 Hall Street

Concord, NH 03301

Date: 11/26/25